



Solicitation Cover Page

1. Solicitation #: 8070000048

2. Solicitation Issue Date: 10/29/2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services on behalf of the Oklahoma Health Care Authority is soliciting proposals for a statewide health information exchange to be called the Oklahoma Statewide Health Information Network and Exchange.

4. Response Due Date¹: December 03, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO²**:

**Office of Management and Enterprise Services
CP IT Procurement Division
Attn: Darlene Saltzman
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105**

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: **Darlene Saltzman**
Phone: **(405) 694-7016**
Email: **Darlene.saltzman@omes.ok.gov**

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
 - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or

state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.2.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and

A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

A.5.1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.6.2. Bidders guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

A.6.4. All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in this Solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate on the Bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Bid shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-7-32

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.14.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.14.4.** Payment terms will be net 45.
- A.14.5.** Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.15. Audit and Records Clause

- A.15.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

- A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$45,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions and Coverage with limits not less than \$10,000,000 per ~~occurrence~~ occurrence; claim and in the aggregate; and
- e) Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per claim; and
- f) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") located at 42 U.S.C. 1320d through 3120d-9, and its implementing regulations at 45 CFR 160 and 45 CFR 164, and the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act");
- b) The Security Breach Notification Act located at 24 O.S. § 161 et seq; and 74 O.S. § 3113.1 (Disclosure of Security Breach of Personal Computer Data).
- c) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- d) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- e) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- f) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- g) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- h) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- i) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

- A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://omes.ok.gov/sites/g/files/gmc316/f/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies

or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards. All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.
- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking

to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.38.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf

A.38.2. (“Electronic Media Retention Requirements”), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.38.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State’s sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide and Continuing Obligation

The Supplier’s repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier’s obligations, which may result in partial or whole cancellation of the Contract. Likewise, the Supplier shall have a continuing obligation to ensure representations made in its Bid and any negotiated terms remain accurate unless otherwise agreed in an Addendum and the State making an Acquisition under this Contract shall rely on such information and negotiated terms.

A.41. Agency Policies

The Supplier’s employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies and Security Standards

The Supplier agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at:

https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf

Additionally, the Supplier agrees to the following security standards:

- Media Controls - In the event that data is exchanged via the Internet or File Transfer Protocol (FTP) reasonable encryption and the employment of authentication/identification techniques are required for use in safeguarding data. Furthermore, the State reserves the right to audit any organization’s implementation of, and/or adherence to the requirements, as stated in this Contract upon seven (7) calendar days’ notice during reasonable business hours. This includes the right to require that any organization utilizing the Internet or FTP for transmission of data submit documentation to demonstrate that it meet the requirements contained in this Contract.
- MARS-E Compliance - Supplier agrees to comply with the latest version of the suite of documents entitled the Minimum Acceptable Risk Standards for Exchanges or “MARS-E.” Alternatively, Supplier agrees to implement and maintain standards that at all times meet or exceed the latest MARS-E requirements, for example NIST 800-53 rev 4 (moderate system) would meet the requirements of the most current MARS-E. Supplier further agrees to maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of the information contained on the system with the highest security levels. If at any time, Supplier plans to implement and maintain security standards other than MARS-E or the most current applicable NIST standards referenced herein, Supplier must submit the specific details of the planned change to OHCA for approval not later than two (2) weeks before the date of planned implementation. If OHCA does not approve of the change, OHCA may elect to terminate the contract at any time upon written notice. In the event of such termination, OHCA shall not be subject to any damages, penalties, early termination

[fees, or other liabilities.](#)

- [Secure Transmission - Supplier will only transmit Personally Identifiable Information, Protected Health Information, and other confidential or sensitive data by secure transmission that must implement encryption products that have been validated under the Cryptographic Module Validation Program \(see <http://csrc.nist.gov/groups/STM/cmvp/validation.html> \) to confirm compliance with current and successor FIPS cryptology requirements as they are made final, in accordance with applicable federal laws, directives, policies, regulations, and standards. For example, FIPS 140-2 Level 4 is the current requirement and Supplier will comply with its successor publications when made final. OHCA will not provide additional hardware or software to Supplier for this purpose, nor will OHCA accept any Supplier provided hardware/software.](#)

A.43. High Technology System Performance and Upgrades

- A.43.1.** If an Acquisition pursuant to this Contract includes a “high technology system” as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an “emerging technology” and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

A.45. Ownership Rights

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work Made for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier’s Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.45.7. Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.45.8. Federal license. The Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation (§495.360).

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to
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purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms:

- B.1.1. ADT – ADMISSION, DISCHARGE, TRANSFER
- B.1.2. API – APPLICATION PROGRAMMING INTERFACE
- B.1.3. BI – BUSINESS INTELLIGENCE
- B.1.4. CIO – CHIEF INFORMATION OFFICER
- B.1.5. CMS – CENTERS FOR MEDICARE AND MEDICAID SERVICES
- B.1.6. DISCUSS – DELIVER INTEROPERABLE COMPONENTS UTILIZATING SHARED SERVICES
- B.1.7. ECQM – ELECTRONIC CLINICAL QUALITY MEASURE
- B.1.8. EHR – ELECTRONIC HEALTH RECORD
- B.1.9. ELR – ELECTRONIC LABORATORY REPORT
- B.1.10. ENHAC – ELECTRONIC HEALTHCARE NETWORK ACCREDITATION COMMISSION
- B.1.11. FHIR – FAST HEALTHCARE INTEROPERABILITY RESOURCESHEO – HEALTH-E OKLAHOMA
- B.1.12. HHS – HEALTH AND HUMAN SERVICES
- B.1.13. HIE – HEALTH INFORMATION EXCHANGE
- B.1.14. HIE IAPDU – HIE IMPLEMENTATION ADVANCED PLANNING DOCUMENT UPDATE
- B.1.15. HIEAP – HIE ACCREDITATION PROGRAM
- B.1.16. HISP – HEALTH INFORMATION SERVICE PROVIDER
- B.1.17. HIT – HEALTH INFORMATION TECHNOLOGY
- B.1.18. HITAB – HEALTH INFORMATION TECHNOLOGY ADVISORY BOARD
- B.1.19. HITECH - HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT
- B.1.20. HL7 – HEALTH LEVEL SEVEN
- B.1.21. IHE – INTEGRATING THE HEALTHCARE ENTERPRISE
- B.1.22. MITA – MEDICAID INFORMATION TECHNOLOGY ARCHITECTURE
- B.1.23. OHCA – OKLAHOMA HEALTH CARE AUTHORITY
- B.1.24. OMES IS – OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES – INFORMATION SERVICES
- B.1.25. ONC – OFFICE OF THE NATIONAL COORDINATOR FOR HEALTH INFORMATION TECHNOLOGY
- B.1.26. OSDH – OKLAHOMA STATE DEPARTMENT OF HEALTH
- B.1.27. PCORI – PATIENT-CENTERED OUTCOMES RESEARCH INSTITUTE
- B.1.28. PCORnet – NATIONAL PATIENT-CENTERED CLINICAL RESEARCH NETWORK
- B.1.29. PIP – PROMOTING INTEROPERABILITY PROGRAM
- B.1.30. PMBOK – PROJECT MANAGEMENT BODY OF KNOWLEDGE
- B.1.31. PMI – PROJECT MANAGEMENT INSTITUTE
- B.1.32. SHIECAP – STATE HEALTH INFORMATION COOPERATIVE AGREEMENT PLAN
- B.1.33. SOAP – SIMPLE OBJECT ACCESS PROTOCOL
- B.1.34. SOW – SCOPE OF WORK

B.2. Contract Term, Renewal and Extension Option

- B.2.1. The initial contract period shall begin on the effective date and shall extend through the last day of the State fiscal year in which the contract is awarded ~~One (1) Year~~ (the "Initial Term") unless ~~renewed, extended, or terminated in accordance with applicable contract provisions.~~ After the Initial Term, there are up to ten (10) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the

approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.

~~Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be nine (9) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.~~

- ~~B.2.2. After the Initial Term, the Agreement may be renewed annually.~~ Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.2.3.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.2.4.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.2.5.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.
- B.2.6.** Award of this contract is contingent on OHCA Board and CMS approval.

B.3. Obligations of Permitted Subcontractor

- B.3.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.3.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.4. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.5. Access to Records Requirements

The Supplier agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Supplier agrees to maintain required records and supporting documentation, for validation of costs billed to the OHCA, for seven (7) years from the ending date of the contract. The Supplier also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OHCA, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Supplier further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular seven-year period, whichever is later.

The OHCA may routinely request supporting documentation to validate vendor payments.

B.6. Contact Persons

~~For the purposes of this contract, all contact information for s with the Supplier shall be provided in its Bid directed to its representative: _____ at telephone number: _____ and email address: _____.~~

Contact information for the OHCA Contact Person shall be provided with the award documentation.

Either party may change the Contact Person upon written notice to the other party.

B.7. Contract Monitoring Plan

~~As a supplier with the OHCA, your This~~ contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Supplier site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

All communications related to ~~this contract such monitoring~~ will be between the Supplier's Contact Person and the OHCA Contract Monitor. The OHCA Contract Monitor for this contract shall be provided with the award documentation.

B.8. Supplier's Relation to the OHCA State

The Supplier is in all respects an Independent Contractor and is neither an agent nor an employee of the ~~OHCA State~~. Neither the Supplier nor any of its officers, employees, agents, or members shall have authority to bind the OHCA State nor are they entitled to any of the benefits or worker's compensation provided by the OHCA State to its employees. In the event the Independent Contractor relationship ends in any way, this contract shall automatically terminate without notice. The Supplier shall notify the OHCA Contract Monitor of the change in relationship.

B.9. Entire Agreement

This contract, including referenced attachments, represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.10. Equipment and Other Purchases

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Supplier for financial statement purposes, or \$5000.

B.11. Event of Default

In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

B.12. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation:

B.12.1. As a condition of this contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the OHCA Procurement if services will be provided by any of Supplier's employees, agents or subcontractors at any State premises and/or employer vehicles will be used in connection with performance of work ~~for the OHCA under this contract~~. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall promptly provide proof to the OHCA Procurement of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation through the term of the contract and each purchase order issued to Supplier in connection with the contract. The minimum acceptable insurance limits of liability are as follows:

- i. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- ii. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than ~~\$45,000,000~~ per occurrence and ~~\$25,000,000~~ in the aggregate;
- iii. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- iv. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than ~~\$54,000,000~~ per ~~claim and in the aggregate occurrence~~;
- iv-v. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data

with limits \$1,000,000 per claim and \$2,000,000 annual aggregate:

- ~~v.~~vi. Medical Malpractice insurance, if applicable;
- ~~vi.~~vii. Comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy;
- ~~vii.~~viii. Additional coverage required by State in writing in connection with a particular purchase or service.

B.12.2. Supplier shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The StateOHCA shall not be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee.

B.12.3. Supplier agrees to indemnify and hold harmless the StateOHCA and its employees, agents, representatives, suppliers, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

B.13. Failure to Comply Statement

The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance, the OHCA may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OHCA State.

B.14. Invoicing

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered or products provided and include the following items:

1. Name, address and FEI number of the Supplier;
2. Invoice date;
3. Period covered by invoice;
4. Purchase order number;
5. Any other data, reports, information or documentation required by other conditions of the contract;
6. Detail of the services provided and be in accordance with the terms and conditions of this agreement.

For invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OHCA.

The invoice shall be submitted to:

OKLAHOMA HEALTH CARE AUTHORITY
Contracts Unit
contracts@okhca.org

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Supplier.

The OHCA may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation.

The OHCA reserves the right not to process invoices submitted by the Supplier to OHCA more than 30 days after the month in which services were delivered. The OHCA will not pay invoices received more than ninety (90) days after the end of the applicable contract period.

Supplier ~~shall provide in its bid any agrees to provide a~~ prompt pay discount percentage of _____% for any invoices paid within thirty (30) days of receipt of a proper invoice.

B.15. Notices

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

B.16. Other Certifications

The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Solicitation Package Version 19

Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.17. Oklahoma Taxpayer and Citizen Protection Act of 2007

By signing the solicitation, the Bidder warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Bidder shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

All suppliers or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the supplier or subcontractor registers and participates in the Status Verification System to verify information of all new employees

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at www.dhs.gov/E-Verify.

B.18. Procurement Integrity

The Supplier certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Supplier or its employees.

B.19. Statement of Responsibility and Liability

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OHCA-State shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).

The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Supplier agrees to hold harmless the OHCA-State of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

B.20. Travel and Related Expenses

All costs associated with the execution of this contract are included in the costs described in the Contract Expense Cap section of this contract. Additional costs will not be reimbursed.

B.21. Waiver of Breach

No failure by the StateOHCA to enforce any provisions hereof after any event of default by the Supplier shall be deemed a waiver of the State'sOHCA's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

B.22. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.23. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.24. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

The Office of Management and Enterprise Services, on behalf of the Oklahoma Health Care Authority (OHCA) is issuing this RFP to solicit proposals for a Supplier to provide a statewide health information exchange (HIE) to be called the Oklahoma Statewide Health Information Network and Exchange (OKSHINE). Oklahoma is looking to achieve statewide health information exchange to allow health information to flow seamlessly to and from authorized organizations and individuals in Oklahoma. OKSHINE is intended to meet the needs of end users, allowing providers and their patients, hospitals and health systems, purchasers and payers, state health agencies and local health departments, health information business associates, and an increasingly inclusive ecosystem of human service organizations to have secure, accurate data available at the right time and place, for the right purposes.

The OKSHINE solution shall include an organization, with Oklahoma State oversight, to manage and operate the processes and technology to enable Oklahoma healthcare providers to meet the CMS Meaningful Use, Promoting Interoperability Program (PIP) requirements and Medicaid Information Technology Architecture (MITA) 3.0 and [Seven Standards and Conditions](#).

Oklahoma is seeking a single provider of a complete solution. Award of multiple contracts will not be considered.

The overall scope of work (SOW) for this engagement encompasses the project kickoff, project charter and plan; a provider onboarding program including a website and processes for registration, document exchange and management, outreach, testing and implementing transport connections, and testing secure data exchange of clinical data in standard Health L7 formats; integration with existing state systems including the master person index and provider directory; admission, discharge, transfer (ADT) notifications to physicians and care management teams; care coordination through exchange of patient clinical records quickly, securely, and electronically across participating Oklahoma healthcare providers and other state and national health information exchanges; production and analytics of electronic clinical quality measures (eCQMs); interoperability with existing state systems including state agency interoperability system (Health-e Oklahoma), Medicaid, behavioral health and public health to support state initiatives and surveillance; Public Health Reporting including Immunizations, Electronic Laboratory Reports (ELR), Cancer Case Reports, and electronic case reports for reportable diseases; centralized data repository with integration of clinical and claims data to support value-based care initiatives and population health management including tracking trends and preventative care, identify health disparities, and help patients management chronic medical conditions; state use database for analytics and research; sustainability plan for ongoing operations in Oklahoma; and have or obtain full Electronic Healthcare Network Accreditation Commission (EHNAC) Health Information Exchange Accreditation Program (HIEAP) accreditation.

C.2. Background

Health Information Technology for Economic and Clinical Health Act (HITECH) 90/10 dollars have been solicited for this work through an updated Oklahoma Health Information Technology IAPD (HIT IAPD) funded on October 01, 2019 by the Centers of Medicare and Medicaid Services (CMS).

Oklahoma began efforts to achieve statewide interoperability with funds appropriated through the State Health Information Exchange Cooperative Agreement Program (SHIECAP) beginning in 2011. There are currently two private HIEs exchanging data with Oklahoma healthcare providers; three large healthcare systems using EPIC; and an unknown number of health information service providers (HISPs).

In 2014, the Oklahoma Health and Human Services cabinet, comprised of top agency officials, chartered the Deliver Interoperable Components Utilizing Shared Services (DISCUSS) committee to collaboratively share resources among the Oklahoma Health and Human Services agencies for the development and implementation of shared information technology products, services, and technology frameworks. Members of DISCUSS include the Department of Health, Department of Human Services, Department of Mental Health and Substance Abuse Services, Department of Rehabilitation Services, and the Health Care Authority. DISCUSS members agreed to create a shared-services state agency interoperability system that would facilitate the sharing of the state's data across agencies, connect the disparate state systems together for increased efficiencies of reporting by providers and health systems, increase the effectiveness of program operations across the health and social service agencies that are serving needy Oklahomans, and protect public health interests in the state. The state agency solution strategy protects the privacy of individuals in Oklahoma by protecting sensitive state health data that can't be shared outside of explicit purpose-of-use under state program rules through tight protocols that allow access only to authorized state agency staff with appropriate public health and program management purposes.

Despite the efforts to connect several provider systems, hospitals, academic medical centers, county health departments, and other areas of care, there are still disparate sets of providers across Oklahoma that remain unconnected. A significant majority of stakeholders have reported that past experiences with efforts to implement a statewide HIE in Oklahoma has led to an overall sense of fatigue and lack of clarification. Through this RFP, Oklahoma envisions the ability to support the Governor's vision to become a top ten state in health outcomes. Utilizing data within an HIE system will provide a valuable tool for both care and case management, reducing time for the determination of eligibility for care and allowing for quicker review of a medical case to determine appropriate care protocols.

C.3. Supplier Relationship

In accordance with 2 CFR Part 200 (Uniform Grant Guidance) the relationship between the OHCA and the Supplier for this contract is that of a Vendor. [Supplier is also a Business Associate as defined in HIPAA and must execute OHCA's required Business Associate Agreement.](#)

C.4. Contract Expense Cap

This contract will be paid per the agreed-upon pricing attached to this contract. Deliverables, acceptance criteria, and timelines for deliverables are defined within this RFP. Contract payments will be tied to milestones to be defined by mutual agreement between the parties in a statement of work for each deliverable. Payment for each milestone will be approved once **all** acceptance criteria for the milestone is achieved, and payment is approved by the office of the State HIE Director. All payments will be made on an agreed firm fixed price to be defined in the statement of work. No additional costs will be paid or reimbursed.

The OHCA anticipates additional work not currently envisioned will be required during the agreement period. All such additional work will be defined by [an Amendment in the form of](#) a statement of work including deliverables, milestones, timelines, acceptance criteria, and firm fixed price cost. [Any Amendment for such additional work shall be contingent on the approval of CMS if CMS funding is to be utilized.](#) No additional work will be undertaken by the Supplier until **both** parties have executed the ~~statement of work Amendment~~ and additional funds to support that work have been encumbered by the OHCA in the form of a purchase order or change order, as applicable.

C.5. State and Federal Regulations

In developing the following deliverables, the supplier shall work within the parameters of:

[All relevant HITECH State Medicaid Director letters.](#)

[CMS Final Rule](#), Medicare and Medicaid Programs; Electronic Health Record Incentive Program, released by CMS on July 28, 2010 (42 CFR Parts 412, 413, 422, & 495) and any subsequent amendments or updates.

Health Insurance Portability and Accountability Act ([HIPAA](#)) of 1996 and any subsequent amendments or updates.

[42 CFR Part 2](#) and any subsequent amendments or updates

[The Trusted Exchange Framework and Common Agreement](#) (TEFCA).

[CMS Medicaid Information Technology Architecture](#) (MITA) 3.0 and [Seven Standards and Conditions](#).

Requirements of the [21st Century Cures Act](#) related to interoperability and information blocking.

[Federal Information Security Management Act \(FISMA\)- National Institute of Technology Standards](#)

C.6. Reporting Requirements

The Supplier will work directly with the Office of the State HIE Director in collaboration with the OSDH, OHCA, OMES, and HITAB to provide or complete the following:

C.6.1. Project Plan - Including timelines for milestones and activities for deliverables C.10 – C.19.

C.6.2. [Statements of Work \(SOW\)](#) - For deliverables C.10 – C.19. All SOWs will include, at a minimum, the following:

- Purpose
- Scope
- Objectives and milestones
- Project risks, assumptions and constraints
- Roles and responsibilities
- Detailed description of deliverables
- Acceptance criteria
- Project completion criteria
- Project schedule
- Relevant quality processes that will apply, such as change management, acceptance & risk, and issue management
- Document modification log

C.6.3. [Project Management Reporting](#) - The OMES Project Management Office will provide project management oversight for the technical planning and implementation. The Supplier will be required to report to the assigned Project Manager and participate in project meetings. Reporting will include, at a minimum:

- Project meetings established by the OMES PMO.
- Weekly status meetings with the State HIE Director at OHCA, Informatics Director at OSDH and the Senior Solutions Coordinator with the Oklahoma Department of Mental Health and Substance Abuse Services.
- Weekly activity reports throughout the term of the contract in a format required by OHCA.
- Bi-weekly updated Project Plan.
- Ad-hoc meetings as requested with state leadership.
- Ad-hoc meetings as requested with the HITAB and other stakeholders.
- Additional reports as defined in deliverables.

C.7. Mandatory Requirements

In order to meet the General Purpose of this RFP (C.1.) offeror's organization must:

- C.7.1. Have established privacy, security, and auditing policies and procedures to perform electronic health information exchange operating continuously as a health information exchange in at least one (1) state for a minimum of five (5) years
- C.7.2. Provide a health information exchange technology framework, hosted in the United States, with current updates, releases, and patches and that has been used successfully for connecting clinical EHR data in at least two (2) states for a minimum of five (5) years
- C.7.3. Have experience in bidirectional exchange of clinical and behavioral health data in the latest standardized HL7 message formats in at least one (1) state for a minimum of five (5) years
- C.7.4. Be participating and exchanging clinical data through at least one (1) national health information exchange such as Commonwell Health Alliance or the eHealth Exchange
- C.7.5. Have a provider portal with dual factor authentication (DFA) for identity and access management with, at a minimum, read-only access for complete and integrated clinical health records
- C.7.6. Have Record Locator Service (RLS) functionality that will locate where health information exists for identified individuals
- C.7.7. Have support and associated services through a service level agreement (SLA) for the HIE including Help Desk, support, maintenance, and hosting
- C.7.8. Meet all state and federal security requirements. (See RFP Section A.42 and C.5)
- C.7.9. Provide audit logs to include all changes and activity within the HIE and all ancillary systems
- C.7.10. Adherence to the latest integrating the Healthcare Enterprise (IHE) profile for IT Infrastructure to organize and leverage integration capabilities
- C.7.11. Adherence to the latest integrating the Healthcare Enterprise (IHE) profile for patient care coordination
- C.7.12. Support HL7 messaging standard version 2.5 or higher
- C.7.13. Support HL7 Version 3 CDA
- C.7.14. Provide secure health information exchange capabilities to meet the needs of health care providers including, but not limited to, DIRECT secure messaging, IHE, DICOM, and HL7
- C.7.15. [Cloud-hosted components of any solution offered must be FedRAMP Authorized for Moderate impact level.](#)
- C.7.16. Use communication protocols including Simple Object Access Protocol (SOAP), HTTP, JSON, and XML

C.8. Non-Mandatory Requirements

- C.8.1. Have a [FedRAMP Authorized for Moderate impact level](#) cloud-hosted environment with locally redundant storage and geo-redundant storage
- C.8.2. Have a patient portal, with dual factor authentication for identity and access management, for providing identity, authorizing consent (opt in/opt out), and access to health records;
- C.8.3. Have current exchange of standard HL7 messages with public health (Immunizations, Electronic Laboratory Reports (ELR), Cancer Case Reports);
- C.8.4. Have ability to exchange normalized pharmacy and laboratory data into standard code sets including, but not limited to, LOINC, CPT, RxNorm, NDC, and SNOMED CT;
- C.8.5. Have ability to exchange normalized screening data including, but not limited to, blood pressure, HDL, LDL, cholesterol, A1C, height, weight and body mass index;

- C.8.6.** Currently exchanging clinical data using standard current HL7 messaging format with Oklahoma healthcare providers either directly or through another HIE or national exchange;
- C.8.7.** Have a consent registry repository capable of storing and managing the consent directives issued or withdrawn by health care clients regarding the collection, use, or disclosure of their PHI, with an accompanying policy store/rules engine to enable enforcement based on roles and access rules. Repository must be compliant with 42 CFR Part 2 consent requirements;
- C.8.8.** Have an established project management office using a methodology approved through the Project Management Institute (PMI) and using Project Management Body of Knowledge (PMBOK) standards;
- C.8.9.** Have established quality assurance and change control procedures for process and technology changes;
- C.8.10.** Have an established data governance framework including data management and usage, processes for resolving data issues, data classification, data dictionaries and access control;
- C.8.11.** Have an established data warehouse with both structured and unstructured data;
- C.8.12.** Have business intelligence tool with dashboard for population management analytics
- C.8.13.** Use HL7 Fast Healthcare Interoperability Resources (FHIR) standard for exchanging healthcare information electronically;
- C.8.14.** Have completed a HITRUST CSF Certification;
- C.8.15.** Have achieved a level Electronic Healthcare Network Accreditation Commission (EHNAC) - HIE Accreditation Program (HIEAP) accreditation: Provisional, Candidate, Interim or Full;
- C.8.16.** Adherence to the Office of the National Coordinator for Health IT (ONC) [Interoperability Roadmap](#)
- C.8.17.** Have staff to support the deliverables, including but not limited to, Medical Director, Nurse, Informaticist, Data Scientist, Technical Architect and Data Architect.

C.9. Deliverable 1: Project Kickoff Meeting

C.9.1. Description

Supplier shall coordinate with the State HIE Director to schedule a Kickoff Meeting in Oklahoma City, OK with the State HIE Director and planning team. Supplier's Project Manager shall lead the meeting. The Kickoff Meeting must facilitate the introduction of Supplier and the State HIE Director project team members and establish common understanding and awareness of project objectives, scope, governance, schedule and project risks and issues.

C.9.1.1. Supplier shall provide content to STATE for a detailed agenda in advance of the meeting, STATE shall approve and send the agenda to STATE invitees.

C.9.1.2. Supplier and STATE shall facilitate the meeting, discuss and further define the following:

- Effective project communication
- Project charter development and approval process
- Project vision, background, purpose and objectives
- Project governance structure, project roles and responsibilities
- Preliminary Project Plan including scope and schedule
- Initial risk assessment

C.9.2. Completion Date

Supplier shall work with STATE to schedule the Kickoff Meeting within ten (10) working days following the issuance of the purchase order. Kickoff Meeting to be held in Oklahoma City, OK

C.9.3. Acceptance Criteria

For the acceptance of this deliverable to occur, the Project Kickoff Meeting results in:

C.9.3.1. Facilitation of Kickoff Meeting utilizing a clearly defined agenda

C.9.3.2. An introduction of critical Supplier and STATE resources assigned to the project

C.9.3.3. Review of project management methodology

C.9.3.4. Review of communications approach and structure

C.9.3.5. Review and discussion of project risks and issues

C.9.3.6. Delivery of electronic meeting notes including assigned tasks from Supplier

C.10. Deliverable 2: Project Charter and Plan

C.10.1. Description

Supplier shall participate, contribute, and collaborate with STATE, led by the STATE HIE Director, to develop a Project Charter and baseline Project Plan that provides the following, at a minimum. A draft project charter and plan should be presented at the time of the kickoff meeting.

- C.10.1.1.** Project Charter to include project governance and structure, roles and responsibilities, project purpose, objectives and scope
- C.10.1.2.** Management plans to control scope, schedule, cost and quality
- C.10.1.3.** An integrated change control process
- C.10.1.4.** A human resource management plan
- C.10.1.5.** A communication management plan
- C.10.1.6.** A stakeholder management plan
- C.10.1.7.** A risk management plan
- C.10.1.8.** An issue management plan
- C.10.1.9.** A detailed project schedule

C.10.2. Completion Date

Supplier shall work with STATE to create the Project Plan. The Final Project Plan deliverable is due no later than 10 working days following the kickoff meeting.

C.10.3. Acceptance Criteria

- C.10.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.10.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide content to the STATE for the following sections of the Project Plan regarding all services, tasks, and products delivered by Supplier:
- C.10.3.3.** A mutually agreed upon detailed baseline scope and schedule for the project including:
 - Management plans to control scope, schedule, cost and quality, including the variance
 - The governance structure for the project to include, but not limited to: Certification and Accreditation Management of connected entities; quality and performance management (internal and external)
 - Quality assurance and quality control plans
 - An integrated change control process
 - A human resource management plan
 - A communication management plan
 - A risk management plan
 - An issue management plan

C.11. Deliverable 3: PROVIDER Onboarding Program

C.11.1. Description

Supplier will develop a provider onboarding program to establish a connection for bi-directional exchange with Medicaid and other non-Medicaid provider EHRs. The provider onboarding program will include a website and processes for registration, execution of data security agreements, document exchange and management, outreach, testing and implementing transport connections, testing secure data exchange of clinical data in standard HL7 formats, and reporting of provider integration of HIE data in patient care.

- C.11.1.1.** Supplier will develop a user- and mobile-friendly website, with accessibility standards adopted by the State of Oklahoma through EITA, for the purpose of provider registration and onboarding.
- C.11.1.2.** Supplier will develop an Outreach Program and provide outreach services for integration and consulting for the technical components, data, workflow, and trading partners to be integrated and on-boarded to the HIE

C.11.1.3. Supplier will develop a media campaign for providers and patients to promote the value of health information availability and exchange. The media campaign must include tactics and messages that are culturally appropriate and sensitive to specific target audiences, including closed-captioned messaging for the deaf and hard of hearing.

C.11.2. Completion Date

C.11.2.1. Supplier shall work with STATE to develop the statement of work for the provider onboarding program, including the detailed work plan, schedule, and reporting requirements (Onboarding SOW). The Onboarding SOW is due no later than 40 calendar days following Project Kickoff.

C.11.2.2. Following acceptance of the Onboarding SOW, Supplier shall implement the OKSHINE Provider Onboarding Program in accordance with the accepted Onboarding SOW. Supplier will have the Onboarding Program and website operational within 60 calendar days following acceptance of the Onboarding SOW (C.11.2.1). The Onboarding Program will continue throughout the duration of the contract. All changes to the Onboarding Program must be approved by the State HIE Director prior to implementation of such proposed changes.

C.11.2.3. Supplier shall work with STATE to develop an Outreach Program plan. The Outreach Program plan is due no later than 30 calendar days following approval of the Onboarding SOW. The Outreach Program will be operational within 30 calendar days following acceptance of the Outreach Program plan. The Outreach Program will continue throughout the duration of the contract. All changes to the Outreach Program must be approved by the State HIE Director prior to implementation of such proposed changes.

C.11.2.4. Supplier shall work with STATE to develop a Media Plan. The Media Plan is due no later than 60 calendar days following approval of the Onboarding SOW. The implementation of the media campaign will be determined in the Media Plan. The Media campaign will continue for the first two (2) years of the contract. All changes to the Media Plan must be approved by the State HIE Director prior to implementation of such proposed changes.

C.11.3. Acceptance Criteria

C.11.3.1. STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.

C.11.3.2. For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:

C.10.3.2.1 Onboarding SOW as described in C.11.2.2:

C.10.3.2.2 Onboarding Program process specification document including, but not limited to, the following components:

- Purpose
- Decision tree including outreach activities
- Flow chart
- Reports

C.10.3.2.3 Onboarding Program Website

- Published website for provider registration, document retrieval and FAQs for the OKSHINE Provider Onboarding Program
- OHCA Office of Creative Media and Design review and approval of website
- Accessibility testing

C.10.3.2.4 Outreach Program Plan

- Purpose
- Methods for outreach
- Timing of outreach
- Triggers for outreach
- Staffing

C.10.3.2.5 Media Plan

- Purpose

- Audience
- Methods for delivery
- Timeline
- OHCA Office of Creative Media and Design review and approval of Media Plan

C.10.3.2.6 Monthly Reports

- Onboarding report including current activity in each phase of process (registration, data sharing, technology connections, and usage)
- Outreach activity report
- Media activity report

C.12. Deliverable 4: State System Integration

C.12.1. Description

The Supplier will provide integration with existing state systems including the master person index and provider directory. The STATE has purchased and implemented Nextgate eMPI (electronic Master Person Index) for the exchange of data between state agencies for the purposes of meaningful use, funded by CMS. Supplier will engage with STATE and the eMPI vendor to connect to the Nextgate enterprise Master Person Index (eMPI) and provider directory for patient and provider identity resolution. CMS requires re-use of technology whenever possible, and the State of Oklahoma requires shared enterprise-level solutions over standalone solutions whenever possible. Any proposal which suggests using an alternate eMPI for the OKSHINE must be supported by a cost-benefit analysis demonstrating cost savings to the state, including time and effort by state personnel to implement and utilize a separate eMPI for the OKSHINE, and fully address CMS, OHCA and OMES requirements to re-use existing CMS-funded technology and to utilize shared services over standalone solutions.

C.12.2. Completion Date

- C.12.2.1.** Supplier shall work with STATE to develop the statement of work for integration with the state eMPI and provider directory (State Integration SOW). The State Integration SOW is due no later than 15 calendar days following the kickoff meeting.
- C.12.2.2.** Supplier shall work with STATE to plan, test, and implement the integration with the Nextgate eMPI and provider directory no later than three (3) months following Project Kickoff.

C.12.3. Acceptance Criteria

- C.12.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.12.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - State System Integration SOW:
 - Data matching standards
 - Planning and implementation plans
 - Test scripts
 - Transformation of patient demographics and record identifiers into eMPI standard format
 - Transformation of provider demographics and attributes into provider directory standard format
 - Automated data feed from HIE into the eMPI and provider directory
 - Documentation of successful user acceptance testing (UAT)
 - Receipt of automated data feed from eMPI to HIE with facility identifiers and medical record numbers

C.13. Deliverable 5: ADT Notifications

C.13.1. Description

Supplier will establish an ADT-based notification system to provide physicians and care management teams with necessary clinical information to improve transitions of care as patients move from an emergency department (ED) or hospital to other care settings. In addition, this will reduce preventable hospitalizations and avoidable ED use. Activities will include, at a minimum:

- C.13.1.1.** Identification of a minimum necessary data set and value-added data for the notifications.

- C.13.1.2. Established method for patient-provider attribution.
- C.13.1.3. Connecting to and receiving ADT messages from, at a minimum, the 138 hospitals registered under the Oklahoma SoonerCare (Medicaid) EHR Program.
- C.13.1.4. Connecting to and sending notifications to primary care providers and care management teams.

C.13.2. Completion Date

- C.13.2.1. Supplier shall work with STATE to develop the statement of work for ADT notifications (ADT Notification SOW). The ADT Notification SOW is due no later than 15 calendar days following the kickoff meeting.
- C.13.2.2. Supplier shall work with STATE, hospitals, physicians and care management teams to plan, test, and implement the ADT-based notification system.
 - The use case, data dictionary, attribution plan, and execution plan **will be due no later than 60 days** following Project Kickoff.
 - The ADT-based notification system will be implemented with a test completed no later than five (5) months following project kickoff.
 - Connecting with and receiving ADT messages from the 138 registered hospitals into the HIE will occur within the first two (2) years of the contract.
 - Developing patient-provider attribution and sending notifications to providers and care management teams will occur with the first two (2) years of the contract.
 - ADT-based notifications will be ongoing for the duration of the contract.

C.13.3. Acceptance Criteria

- C.13.3.1. STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.13.3.2. For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - ADT Notification SOW
 - Use case including diagrams and narrative
 - Data dictionary of minimum necessary data set and value-added data for the notifications
 - Patient-provider attribution plan
 - Execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations
 - Ongoing technical and functional performance evaluation reports
 - Usage reports including count of notifications sent, received and incorporated into care plans.

C.14. Deliverable 6: Care Coordination

C.14.1. Description

The OKSHINE will promote care coordination through the exchange of patient clinical records quickly, securely, and electronically across participating Oklahoma healthcare providers and other state and national health information exchanges. Supplier will implement an Oklahoma statewide clinical health information exchange of patient clinical summaries and continuity of care documents in compliance with current ONC-endorsed interoperability standards. This includes the ability to provide a patient-level clinical summary document that is transferred between healthcare providers when a patient is, at a minimum, referred to a specialist, admitted or discharged from a hospital, or transitioned to a long term care or acute care facility. Healthcare providers can view a clinical document architecture (CDA), or other accepted formats, from other healthcare providers through the statewide HIE via portal, EHR interface or browser-based secure messaging and make a CDA from their patients available to other healthcare providers. Activities will include, at a minimum:

- C.14.1.1. Develop an execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;
- C.14.1.2. Develop a consent registry repository capable of storing and managing the consent directives issued or withdrawn by health care clients regarding the collection, use, or disclosure of their PHI, with an accompanying policy store/rules engine to enable enforcement based on roles and access rules. Repository must be compliant with 42 CFR Part 2 consent requirements;

- C.14.1.3. Connect, at a minimum, the 3,960 eligible professionals registered in the SoonerCare (Medicaid) EHR Program and providers supporting the eligible professionals;
 - C.14.1.4. Connect additional providers in the following categories:
 - o **Critical physical health:** Medicaid providers who participate in: Patient-Centered Medical Homes (PCMH), Federally Qualified Health Centers (FQHC), Rural Health Centers, IHS, tribal and urban health clinics, and community health centers.
 - o **Major Trading Partners:** Major trading Partners include hospitals, health systems, multi-specialty clinics, laboratories and radiology, especially those that affect the value of HIE for smaller and rural/frontier providers.
 - o **Oral health:** Clinics and providers serving Medicaid members.
 - o **Behavioral health:** Community Mental Health Programs, Certified Community Behavioral Health Centers, Certified Addiction and Recovery Centers, Opioid Treatment Programs, Behavioral Health Homes, Assertive Community Treatment teams, mobile crisis teams, and other state-licensed behavioral health organizations.
 - C.14.1.5. Provide filled prescription history for individuals by gathering and retrieving prescription data to be included in the patient summary document.
 - C.14.1.6. Exchange Laboratory Orders and Results (e.g., Clinical Pathology Results) in compliance with ONC endorsed interoperability standards. This includes the ability to transmit a patient's laboratory order (i.e., computerized physician order entry) and the eventual results (triggered when the lab completes the test), through the statewide HIE, to the receiving Provider's EMR/EHR system. Connectivity is expected with a minimum of 3 major lab providers.
- C.14.2. Completion Date**
- C.14.2.1. Supplier shall work with STATE to develop the statement of work for Care Coordination (Care Coordination SOW). The Care Coordination SOW is due no later than 30 calendar days following the kickoff meeting.
 - C.14.2.2. Supplier shall work with STATE and providers to plan, test, and implement the electronic exchange.
 - The execution plan will be due no later than 90 calendar days following Project Kickoff.
 - Onboarding and connecting with 3,960 eligible professionals registered in the SoonerCare (Medicaid) EHR Program will occur within the first two (2) years of the contract.
 - Onboarding and connecting with the additional providers, pharmacies, and lab providers will begin in the second year of the contract and will be ongoing for the duration of the contract.
- C.14.3. Acceptance Criteria**
- C.14.3.1. STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
 - C.14.3.2. For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - Care Coordination SOW
 - Execution plan with scope definition; objectives and activities including estimated connections by provider type; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;
 - Reports including:
 - o Connections per week
 - o Connectivity testing results
 - o Count and type of documents exchanged
 - o Technical and functional performance evaluation reports including, but not limited to, query response times, system down times, number of help desk requests and response times.
 - o Provider usage reports

C.15. Deliverable 7: Electronic Clinical Quality Measures

C.15.1. Description

OKSHINE will provide production and analytics of electronic clinical quality measures (eCQMs). Supplier will implement eCQM measurement and reporting, including behavioral health measures, to help providers meet mandatory reporting criteria in support of the Medicare and Medicaid Promoting Interoperability Programs, the Merit-based Incentive Payment System (MIPS), the Advanced Alternative Payment Models (Advanced APM), Medicaid Patient Centered Medical Home and other state health programs. Receiving and analyzing eCQMs will help to ensure that Oklahoma's health care system is delivering effective, safe, efficient, patient-centered, equitable, and timely care. Activities will include, at a minimum:

- C.15.1.1.** Develop an execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;
- C.15.1.2.** Receive, parse, absorb, and analyze current eCQMs from providers;
- C.15.1.3.** Design and implement an eCQM tool that aggregates and analyzes data captured through Continuity of Care Documents (CCDs) submitted by providers to calculate their performance against quality measures for their empaneled patient population.
- C.15.1.4.** Design and implement quality measures dashboard with standard and custom reports with drilldown capability based on domains and measures by provider, patient demographics, program and geographic region including performance data, benchmarks and variances.

C.15.2. Completion Date

- C.15.2.1.** Supplier shall work with STATE to develop the statement of work for electronic clinical quality measures (eCQM SOW). The eCQM SOW is due no later than four (4) months following Project Kickoff.
- C.15.2.2.** Supplier shall work with STATE to plan, test, and implement the eCQM deliverables.
 - The execution plan will be due no later than seven (7) months following Project Kickoff.
 - The eCQM tool and dashboard will be designed and implemented no later the 18 months following Project Kickoff.

C.15.3. Acceptance Criteria

- C.15.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.15.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - eCQM SOW
 - Execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;
 - eCQM tool that aggregates and analyzes data captured through Continuity of Care Documents (CCDs) submitted by providers to calculate their performance against quality measures for their empaneled patient population;
 - Dashboard with standard and custom reports with drilldown capability based on domains and measures by provider, patient demographics, and program and geographic region including performance data, benchmarks and variance; and
 - Reports including:
 - Number of eCQMs received, parsed, absorbed, and analyzed,
 - Number of providers for which eCQMs are created using the tool,
 - Number of standard reports created and displayed in dashboard, and
 - Dashboard usage reports.

C.16. Deliverable 8: State System Interoperability

C.16.1. Description

Supplier will establish Interoperability with existing state systems including state agency interoperability system (Health-e Oklahoma) and the Oklahoma Prescription Drug Monitoring Program (PDMP) to support Medicaid and behavioral health initiatives and care

coordination, and public health surveillance. Activities will include, at a minimum:

- C.16.1.1.** Develop an execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;
- C.16.1.2.** Implement the exchange of information with the state agency interoperability system (Health-e Oklahoma) for state use.
- C.16.1.3.** Develop capability to integrate PDMP data into Provider EHRs.

C.16.2. Completion Date

- C.16.2.1.** Supplier shall work with STATE to develop the statement of work for state system interoperability (Interoperability SOW). The Interoperability SOW is due no later than six (6) months following the kickoff meeting.
- C.16.2.2.** Supplier shall work with STATE to plan, test, and implement the electronic exchange.
 - The execution plan will be due no later than 9 months following Project Kickoff.
 - Connecting to Health-e Oklahoma will occur no later than 12 months following Project Kickoff.
 - Connecting to the PDMP will occur no later than 12 months.

C.16.3. Acceptance Criteria

- C.16.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.16.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - State system interoperability SOW
 - Execution plan with scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations
 - Connection and initial submission of data to Health-e Oklahoma
 - Rules to ensure identified data are automatically submitted from the HIE to Health-e Oklahoma on an ongoing basis
 - Established capability to integrate PDMP data into Provider EHR systems.

C.17. Deliverable 9: Public Health Reporting

C.17.1. Description

To support providers in the Meaningful Use program, supplier will create and/or submit data in standard HL7 format for public health reporting including immunizations, electronic laboratory reports, cancer case reports, and electronic case reports for reportable diseases. Activities will include, at a minimum:

- C.17.1.1.** Participate in onboarding calls, message testing, and data quality testing with the OHCA Meaningful Use Onboarding Program.
- C.17.1.2.** Create and/or submit HL7 v2.5.1 VXU messages per the [Oklahoma Immunization Implementation Guide](#).
- C.17.1.3.** Submit HL7 v2.5.1 ORU'R01 electronic laboratory reports (ELR) per the CDC [Implementation Guide](#).
- C.17.1.4.** Create and/or submit cancer reports in HL7 CDA format per the [Release 2 Implementation Guide for Ambulatory Health Care Providers](#) for Stage 3 MU.
- C.17.1.5.** Participate in submission of [HL7 Case Notifications](#) for public health surveillance.

C.17.2. Completion Date

- C.17.2.1.** Supplier shall work with STATE to develop the statement of work for public health reporting (Public Health SOW). The Public Health SOW is due no later than 15 calendar days following the kickoff meeting.
- C.17.2.2.** Participation in onboarding calls to begin within 30 working days following Project Kickoff.

- C.17.2.3.** Creating and submitting of immunization messages will begin when administering providers have completed the onboarding process and are submitting clinical data to the HIE. Submission of immunizations messages will continue throughout the duration of the contract.
- C.17.2.4.** Submitting ELRs will begin when hospitals with laboratories have completed the onboarding process and are submitting clinical data to the HIE. Submission of ELR messages will continue throughout the duration of the contract.
- C.17.2.5.** Creating and/or submitting cancer reports will begin when OSDH has declared readiness and providers diagnosing or treating cancer patients have completed the onboarding process and are submitting clinical data to the HIE. Submission of cancer reports will continue throughout the duration of the contract.
- C.17.2.6.** Participation in activities related to submission of HL7 Case Notifications:
 - Participate in discussions as a STATE partner within 30 working days following project kickoff.
 - OKSHINE will begin submitting HL7 case notifications as soon as practicable when OSDH and CDC declare readiness.
 - Submit case notifications on an ongoing basis throughout the agreement.

C.17.3. Acceptance Criteria

- C.17.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.17.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - Public Health SOW
 - Participate in OHCA Meaningful Use onboarding calls throughout the agreement.
 - Ongoing submission of immunizations messages in HL7 VXU v2.5.1 format in compliance with the OSDH Immunization Implementation Guide.
 - Submission of ELRs from hospital laboratories in standard HL7 ORU'R01 v2.5.1 format in compliance with the CDC Implementation Guide for ELR submissions on an ongoing basis throughout the agreement
 - Ongoing submission of cancer reports in HL7 CDA format in compliance with the Implementation Guide for Ambulatory Health Care Providers.
 - Participate in related activities at the state and national level and submission of HL7 case notifications throughout the agreement.

C.18. Deliverable 10: Claims Data Integration

C.18.1. Description

Supplier will develop and manage a centralized data repository with integrated clinical and claims data to support value-based care initiatives and population health management including tracking trends and preventative care, identifying health disparities, and helping patients manage chronic medical conditions. Integrated clinical and claims data will provide an integrated, longitudinal health record used to identify gaps in clinical data and identify additional services (dental, optical, etc.) and filled prescriptions to support Medicaid providers in meeting Meaningful Use requirements beyond HITECH funding. Activities will include, at a minimum:

- C.18.1.1.** Develop use cases for integrated data repository.
- C.18.1.2.** Establish stakeholder committee with STATE participation to define goals and objectives that are specific, measurable, attainable, realistic and timely (SMART).
- C.18.1.3.** Develop data governance strategy and establish data governance committee with STATE participation.
- C.18.1.4.** Design and develop centralized data repository in relational database structure that is scalable to include structured and unstructured data.
- C.18.1.5.** Establish data sharing agreements with, at a minimum, Medicaid, HealthChoice, and Blue Cross Blue Shield of Oklahoma.
- C.18.1.6.** Implement business intelligence (BI) tool for analytics and reports.
- C.18.1.7.** Integrate clinical and claims data in centralized database and analyze and display through BI tool.

C.18.2. Completion Date

- C.18.2.1.** Supplier shall work with STATE to develop the statement of work for claims data integration (Claims Integration SOW). The Claims Integration SOW is due no later than 5 months following Project Kickoff.
- C.18.2.2.** Supplier will complete the deliverable activities with the integration completed prior to the third quarter of year two (2) of the contract.

C.18.3. Acceptance Criteria

- C.18.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.18.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - Claims Integration SOW.
 - Use cases for the integrated data.
 - Stakeholder committee membership and schedule of meetings.
 - Data governance strategy, committee membership and schedule of meetings.
 - Technical and data architectural design of centralized data repository.
 - Data dictionary and metadata for centralized database.
 - Audit logs for all access, changes and activities.
 - Executed data sharing agreements with Medicaid, HealthChoice, and Blue Cross Blue Shield of Oklahoma.
 - Integration of claims and clinical data in centralized repository with reports available through BI tool and viewable in dashboard.

C.19. Deliverable 11: State Use Database

C.19.1. Description

Utilizing the data governance committee established under Deliverable 10, supplier will develop a database for state use for the purposes of surveillance and research and to contribute to national research initiatives such as PCORnet. Activities will include, at a minimum:

- C.19.1.1.** Collaborate with STATE to develop use cases for the State Use Database including national initiatives such as the PCORnet, which is funded by PCORI.
- C.19.1.2.** Design and develop relational database for STATE use that is scalable to include structured and unstructured data.
- C.19.1.3.** ~~Establish business associate agreement (BAA) with the OSDH Center for Health Statistics for the purpose of data aggregation.~~ Populate relational database and provide access to STATE.

C.19.2. Completion Date

- C.19.2.1.** Supplier shall work with STATE to develop the statement of work for the state use database (State Use SOW). The State Use SOW is due no later than 90 calendar days following Project Kickoff.
- C.19.2.2.** Supplier will complete the deliverable activities with the State Use Database available to State employees no later than nine (9) months following Project Kickoff.

C.19.3. Acceptance Criteria

- C.19.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.19.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - State Use SOW
 - Use cases for the State Use Database.
 - Technical and data architectural design of the State Use Database.
 - Data dictionary and metadata for State Use Database.

- Audit logs for all access, changes and activities.
- Executed BAA ~~with OSDH Center for Health Statistics.~~
- State access to populated database.

C.20. Deliverable 12: Sustainability Plan

C.20.1. Description

Supplier will develop a sustainability plan for ongoing operations of the OKSHINE including operational, financial and technical sustainability. In developing the sustainability plan, the Supplier must consider subscription fees, federal funds availability, and cost allocation related to Medicaid members and providers, and multi-payer investments. Activities will include, at a minimum:

- C.20.1.1.** Establish a sustainability planning committee with STATE participation.
- C.20.1.2.** Develop a sustainability vision with goals, objectives and action steps.
- C.20.1.3.** Identify methods for achieving the objectives and measuring the impact of activities.
- C.20.1.4.** Present the OKSHINE Sustainability plan to State leadership, HITAB and CMS for approval.
- C.20.1.5.** Update quarterly and submit to State leadership annually for approval.

C.20.2. Completion Date

- C.20.2.1.** Supplier shall work with STATE to develop the statement of work for the sustainability plan (Sustainability SOW). The Sustainability SOW is due no later than 90 calendar days following Project Kickoff.
- C.20.2.2.** Supplier will complete the OKSHINE Sustainability Plan no later than six months following Project Kickoff.

C.20.3. Acceptance Criteria

- C.20.3.1.** STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.20.3.2.** For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:
 - Sustainability SOW
 - Sustainability planning committee membership, schedule of meetings, goals and objectives
 - Draft sustainability plan with, at a minimum, the following components:
 - Purpose and background
 - OKSHINE sustainability vision
 - Goals, objectives and measures for operations, financial and technical sustainability
 - Description of multi-stakeholder buy-in
 - Description of cost-allocation methodology
 - Modification Log for document changes
 - Final sustainability plan with State Leadership, HITAB and CMS approval

C.21. Deliverable 13: EHNAC HIEAB Accreditation

C.21.1. Description

To ensure that ongoing business and technology function at the highest standards, supplier will obtain and maintain full EHNAC HIEAB Accreditation.

C.21.2. Completion Date

- C.21.2.1.** Supplier shall work with STATE to develop the statement of work for the HIEAB Accreditation (Accreditation SOW). The Accreditation SOW is due no later than five (5) months following Project Kickoff.
- C.21.2.2.** Supplier will apply for accreditation no later than six (6) months following Project Kickoff.
- C.21.2.3.** Supplier will obtain full or provisional accreditation prior to September 30, 2021.

C.21.3. Acceptance Criteria

C.21.3.1. STATE has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If STATE rejects it, STATE shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the STATE within the following ten (10) working days. If STATE rejects it a second time, STATE has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.

C.21.3.2. For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:

- Accreditation SOW
- Copy of application form
- Copy of self-assessment
- STATE participation with site visit
- Annual submission of accreditation level

C.22. Duties of STATE

C.22.1. As necessary, STATE will help coordinate meeting logistics.

C.22.2. Provide contact information for stakeholders

C.22.3. Provide timely review and feedback to Supplier as needed to ensure requested revisions can be incorporated into deliverables.

C.22.4. Timely communications

C.22.5. Participate in meetings as needed to produce deliverables

C.22.6. Provide response to reasonable requests for information

C.22.7. Have availability for meetings, consultations or other contact to ensure the project maintains schedule.

C.22.8. Ensure timely payment to supplier(s) for satisfactorily completed schedules and approved deliverables upon completion/or agreed schedules of assigned projects.

~~STATE will complete review of each Deliverable within ten working days and either approve or provide feedback.~~

~~C.23. Other Services – Optional~~

~~At the sole option of OHCA, the Supplier may also be asked to provide the additional work related to this project. Should OHCA require additional service, the Supplier will provide a written statement of work and cost proposal. Additional work will be approved via a contract amendment/modification and if required the approval of CMS if CMS funding is to be utilized. The Supplier must not initiate any additional work without the written approval of the OHCA and a purchase order or change order demonstrating availability and encumbrance of funds.~~

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the “best value” determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2.** Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
- D.3.4.** The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5.** BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

The selection criteria for this Solicitation is as follows:

- D.4.1.** Requirements in Section C
- D.4.2.** Company Information
- D.4.3.** References
- D.4.4.** Cost (Section H)
- D.4.5.** Accessibility/ EITA Compliance (Section E)

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT (if applicable)
- Amendments, if issued, are signed and returned with response.
- Meeting Mandatory Requirements in Section C

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

D.5.6. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2. Information shall be entered on the form provided or a copy thereof.
- E.2.3. Alternate Bids will not be accepted.

E.3. Submission of Bid

- E.3.1. All Bids must be submitted to OMES – CP to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3. Each Bidder must submit two (2) copies of the Bid on flash/thumb drive in a "machine readable" format. One (1) flash/thumb drive and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4. All information relating to price/costs are to be sent on a separate flash/thumb drive clearly marked as "Price/Cost". Each bidder shall submit one (2) copies of price/costs, of which one (1) shall be marked as the original.
- E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.9. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State CIO does not acknowledge the information as confidential, OMES – CP will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

- E.9.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on November 05, 2019. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/8070000048>

- E.10.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

https://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627

- E.10.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
- E.10.3.** When posing questions, every effort should be made to:
- a) be concise
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).
- E.10.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on November 13, 2019 shall not be answered.

E.11. Service Disabled Veteran Business

If responding Bidder is listed as a Service Disabled Veteran Business:

Please provide a letter from the United States Department of Veterans Affairs showing the business is a Service Disabled Veteran business.

E.12. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes No (check one and return with response)

E.13. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one and return with response)

E.14. Bid Deliverables

Bids should be tabbed by section and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in electronic copy on flash/thumb drive machine-readable format.

E.14.1. Section One – Introduction

- a) Letter of Introduction-Provide a cover letter on company letterhead, signed by a representative authorized to legally bind the Company in a contractual relationship.
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions or a statement acknowledging there are no exceptions to disclose.

E.14.2. Section Two – References

Provide three (3) references from customers where similar work was performed including description of previous or current projects and the outcomes. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.14.3. Section Three – Company Information

Bidder must provide detailed information on its company, as an Attachment A to its Bid, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.14.3.1. Describe your organization's expertise in managing or overseeing projects that involve the operations of a statewide health information exchange. Specifically:

- Designing or implementing models, programs, or systems for the exchange of health data/information.
- Describe the project scope, your organization's role in the project (lead, sub-contractor, etc.) in

these efforts.

- Describe the relevant experience and titles of the staff who will be assigned to this project related to the deliverables described in sections C.11 through C.21.

E.14.3.2. Describe the relevant experience in working with healthcare providers, payers, and state agencies in promoting and implementing health information exchanges and addressing needs.

E.14.3.3. Describe the relevant experience in integrating non-clinical data with clinical data and the uses of the integrated data.

E.14.3.4. Describe past timelines for meeting requests related to establishing agreements, connecting providers, exchanging data, and receiving and integrating large data files from payers and state agencies.

E.14.3.5. Describe methodology for managing past issues and risks including a mitigation that was implemented for a risk in a past project.

E.14.3.6. Describe your organization's current HIE activities including management, technology, and types of connections. Specifically:

Management including:

- Divisions and reporting structure
- Stakeholder engagement process
- Process for managing change related to new use cases
- Crisis management
- Issue resolution

Technology including:

- Software currently in use
- Hosting environment
- Number and location of server environments (i.e., development, test, production)
- Current software version
- Types of IHE profiles for IT Infrastructure currently in use
- Types of IHE profiles for patient care coordination currently in use

Types of providers connected

Uses of clinical data

Uses of provider demographic information

Number of connections by type including direct connections with providers and indirect through national exchanges

Number of transactions per day

Average query response time

Usage statistics of provider portal

Types of messages currently exchanged

Types of transport and connections currently used.

E.14.3.7. Describe proposed approach and experience in designing, implementing an HIE onboarding program. Specifically:

- Ability and experience in designing, developing, and implementing processes and workflows.
- Ability and experience in designing, developing, and implementing a website for registration, document retrieval and submission of test messages.
- Ability and experience providing outreach to health care providers including providing assistance with internal workflow and integrating external provider information from the HIE into the workflow.
- Ability and experience in developing media campaigns to promote the use of the HIE.

E.14.3.8. Describe proposed approach in integrating with the state's eMPI and Provider Directory. Specifically:

- Ability to connect to external systems including methods of data exchange and integration tools.
- Describe your organizations experience in patient and provider matching and algorithms used.

- E.14.3.9.** Describe proposed approach and experience in providing ADT notifications to primary care providers and care management teams. Specifically:
- Ability to connect to hospital EHR systems and receive ADT messages.
 - Ability to attribute patients to their primary care providers and care management team.
 - Ability to screen ADT messages by diagnosis for specialty care management.
 - Ability to send notifications to primary care providers and care management team.
 - Ability to collaborate with healthcare providers to develop minimum necessary data sets for notifications.
- E.14.3.10.** Describe proposed approach and experience in the exchange of patient clinical records to support care coordination. Specifically:
- Ability to create and maintain a consent registry repository.
 - Ability to provide a patient-level clinical summary document that is transferred by the HIE between healthcare providers when a patient is, at a minimum, referred to a specialist, admitted or discharged from a hospital, or transitioned to a long-term care or acute care facility.
 - Ability to retrieve prescription data to be included in the patient summary document.
 - Ability to exchange laboratory orders and results.
- E.14.3.11.** Describe proposed approach and experience in creating clinical quality measures. Specifically:
- Ability to receive, parse, absorb, and analyze current eQMs from providers.
 - Ability to develop tool for aggregating and analyzing data captured through Continuity of Care Documents (CCDs).
 - Ability to develop reporting dashboard including performance data, benchmarks, variances and visualization tools.
- E.14.3.12.** Describe proposed approach and experience establishing interoperability with external systems including state systems. Specifically:
- Past experience in establishing data sharing agreements with state agencies.
 - Ability to determine minimum data set based on use cases.
 - Ability to extract data from external systems and submit to provider EHR systems.
- E.14.3.13.** Describe proposed approach and experience in creating and submitting public health data in standard HL7 formats. Specifically:
- Ability to create and submit HL7 2.5.1 VXU messages.
 - Ability to create and/or submit HL7 2.5.1 ORU'R01 messages.
 - Ability to create and/or submit HL7 CDA messages
- E.14.3.14.** Describe proposed approach and experience in receiving and integrating claims data with clinical data. Specifically:
- Ability to design, develop, implement and manage a centralized data repository in a relational database structure with data classification, access management and audit logs.
 - Ability to link clinical and claims data including a description of the methods and data elements used for linking.
 - Ability and experience in integrating structured and unstructured data.
 - Ability to implement and use business intelligence tools.
- E.14.3.15.** Describe proposed approach and experience in developing databases for specific use cases related to analysis and research for outside organizations.
- E.14.3.16.** Describe proposed approach and experience in developing a sustainability plan for a statewide health information exchange including operational, financial and technical sustainability. Specifically:
- Ability to develop a sustainability vision with goals, objectives and action steps.
 - Ability to develop a financial plan with subscription fees.

- Ability to consider cost allocation for Medicaid members and providers.
- Ability to establish value-add for non-provider partners including state agencies and payers.

E.14.3.17. Describe proposed approach and experience applying for achieving certification or accreditation. Specifically:

- Ability to conduct self-assessment based on standard criteria.
- Ability to meet timelines in providing responses.
- Ability to accommodate external reviewers.

E.14.4. Section Four – Work Plan

Bidder shall submit a complete work plan as an Attachment B to the Bid, including the following components to demonstrate methods for successful completion of each deliverable as identified in Section C.11. through C.21. The Supplier shall accomplish the work described for each Deliverable in accordance with the Supplier's Work Plan.

- E.14.4.1.** Project definition to demonstrate a complete understanding of the deliverables.
- E.14.4.2.** Description of organizational methods for completing the project including a list of all officers and personnel.
- E.14.4.3.** Project schedule including milestones and timelines.
- E.14.4.4.** Financial issues that might affect the project and timelines.
- E.14.4.5.** Project administration demonstrating the methods for managing the project.
- E.14.4.6.** Quality control methods to ensure the project is continually evaluated and measures are in place to maintain quality.
- E.14.4.7.** Risk assessment including potential risks and mitigation plans.
- E.14.4.8.** Project staffing including names, roles and responsibilities.

E.14.5. Section Five – Response to Specifications/Requirements

Provide detailed narrative response to all specifications/requirements in this Solicitation.

E.14.6. Section Six – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.14.7. Section Seven – Hosted Security Questionnaire

Bidder shall include the Template J, Hosting Agreement, executed on behalf of the Bidder and also provide a completed Hosted Security Questionnaire set forth at the link below:if Bidder is offering a hosted solution as part of its Bid response.

https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=1427

<https://www.ok.gov/cio/documents/SecurityCertification-R.xlsx>

E.14.8. Section Eight – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.14.9. Pricing

All information relating to costs are to be sent on a separate flash/thumb drive clearly marked as "Price/Cost."

E.15. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.16. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

F.1. Check List of Submission Requirements

A Checklist of Submission Requirements is found below. The checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is not mandatory so the failure to submit the Checklist will not result in the rejection of the proposal. This is not meant to be an all-inclusive list and it is the responsibility of the bidder to complete all the mandatory requirements.

No.	Description	Yes	No
1	Form 076		
2	Form 004		
3	Certificate of Insurance/Worker's Comp Form		
4	Vendor Payee form (if applicable)		
5	Signed Amendment(s) if any		
6	Cost/price		
7	Technical Proposal-Section C		
8	Company Information Work Plan (As Attachment A)		
9	Work Plan Company Information (As Attachment B)		
10	References		
11	Template J-Hosting Agreement Section G.1.4 E.14.7 https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=1427		
12	Hosted Security Questionnaire- Section E.14.7 G.1.2 Please follow link below: https://www.ok.gov/cio/documents/SecurityCertification-R.xlsx		

G. OTHER

G.1. Template J-Hosting Agreement

~~G.1.1. Include a signed copy of the Hosting Agreement if you are offering a hosted solution.~~

~~G.1.2. Include a completed Hosted Security Questionnaire if you are offering a hosted solution~~

~~G.1.3. Work Plan (Attachment A)~~

~~Company Information (Attachment B)~~

H.G. PRICE AND COST

H.1.G.1. Price Submission

Payments will be made based on final and approved deliverables. Provide total cost by deliverable. Include breakdown within each deliverable by milestone per provider (physicians vs. hospitals) if applicable.

Deliverables	COST
Deliverable 1 Section C.9 Project Kickoff Meeting	
Deliverable 2 Section C.10 Project Charter and Plan	
Deliverable 3 Section C.11. Provider Onboarding Program	
Deliverable 4 Section C.12 State System Integration	
Deliverable 5 Section C.13 ADT Notifications	
Deliverable 6 Section C.14 Care Coordination	
Deliverable 7 Section C.15 eQMs	
Deliverable 8 Section C.16 State System Interoperability	
Deliverable 9 Section C.17 Public Health Reporting	
Deliverable 10 Section C.18 Claims Data Integration	



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature _____ Date _____

Printed Name _____ Title _____



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- > **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- > **State Employees:** Use [OMES Employee Vendor Request Form](#)
- > **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name		Contact Name	
Phone #		Fax #	
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	_____
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	_____ PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.							
Name		Contact Name					
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>		Contact Title					
DBA Name		Phone #					
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>		Fax #					
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)					
Business Address -- Please provide primary address as reflected on payee's annual U.S. Internal Revenue Service tax documentation							
Address			City				
State	Zip+4	Remittance Email					
Optional Addresses – Please select address type as applicable							
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:	
Address			City				
State	Zip+4	Remittance Email					
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.							
Name			Title			Email	

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Please provide tax identification number applicable for payee IRS tax reporting

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		